

Preferential Collaboration Agreement

Preferential Collaboration Agreement

hereinafter “Agreement” or “PCA”

between

KURITA EUROPE GmbH
Theodor-Heuss-Anlage 2
68165 Mannheim
Germany

represented by its CEO, Anton Albert

- referred to below as **KURITA** -

and

AQUA NIO doo
Ive Andrića III-I
76 100 Brčko
Bosnia and Herzegovina

Represented by its CEO Ismar Brakmić

- referred to below as the **PREFERRED PARTNER** –

each of which hereunder may be called a “**PARTY**” or collectively called the “**PARTIES**”.

KURITA and **PREFERRED PARTNER** are engaged to have a preferential collaboration agreement (hereinafter **PCA**), where **PREFERRED PARTNER** acts as an authorized **PREFERRED PARTNER of KURITA** in the territory of **Bosnia and Herzegovina** (hereinafter **TERRITORY**) which shall include, but is not limited to the distribution of only Kurita’s chemical products (hereinafter called **PRODUCTS**). The **PREFERRED PARTNER** shall have a non-exclusive right of distribution. **KURITA** reserves the right for an engagement in the distribution area defined above for the **PREFERRED PARTNER** for itself and any third party.

PREFERRED PARTNER will diligently and with full dedication promote **KURITA’s PRODUCTS** in the **TERRITORY**.

KURITA shall provide one annual intensive training to all the technicians and sales staff of **PREFERRED PARTNER** on a mutually agreed date after the signing of this **PCA**. **KURITA** shall provide technical and marketing support to **PREFERRED PARTNER** as and when required, to the capability and possibility of **KURITA**.

PREFERRED PARTNER shall notify KURITA monthly in advance of its purchase plan for a three (3) months period in order to ensure a smooth delivery of PRODUCTS from KURITA to PREFERRED PARTNER. PREFERRED PARTNER shall provide KURITA with monthly reports on sales, and its business activities in promotion of sales together with information on the market situation, when requested.

KURITA and PREFERRED PARTNER will jointly review the progress of this PCA every quarter and an action plan will jointly be made for the actions to be carried out by each Party to facilitate the progress and joint business development of this PCA.

If for any reason our costs for the PRODUCTS or service (including but not limited to costs of energy, transportation, or raw material) increase or if the circumstances that existed at the date of the signing of the PCA with the PREFERRED PARTNER change, so that KURITA cannot reasonably be required to fulfill one or more of its contractual obligations, then KURITA is entitled, by written notice to PREFERRED PARTNER, propose the new terms of for this PCA to remove such hardship. In the event the Parties are not able to agree on new conditions within 10 days after PREFERRED PARTNER has been notified on a request for renegotiation of this PCA, then KURITA is entitled to terminate this PCA with immediate effect.

In all other cases, this PCA has a notice of cancellation period of three months.

The prices for PRODUCTS as well as payment terms will be agreed upon individually for each purchase.

The following documents are an integrated part of this PCA:

- NDA between the two PARTIES
- GTC of KURITA https://www.kurita.eu/gtc_en
- KURITA Code of Conduct incl. the Provisions for the Prevention of Bribery <https://www.kurita.eu/en/code-of-conduct>

KURITA shall only be liable for the PREFERRED PARTNER's damage if it is caused intentionally or in a grossly negligent manner by them or their servants ("*Erfüllungsgehilfen*"). This limitation of liability shall apply to all claims for damages irrespective of the legal grounds, including but not limited to tort liability, positive breach of the PCA and breach of duty prior to the PCA. With respect to the breach of significant contractual obligations KURITA shall also be liable for slight negligence, but only for the amount of foreseeable damages typical of such contracts.

The limitation of liability shall not apply, however, to claims under the German Product Liability Act and to any other mandatory statutory liability provisions. The limitation of liability shall furthermore not apply to direct damages caused by the absence of expressly warranted characteristics and to such consequent damages from which the PREFERRED PARTNER was meant to be protected by the express warranty, with regards to any other consequent damages KURITA shall only be liable as limited above.

PREFERRED PARTNER is not entitled to a compensation claim or indemnity in analogy to section 89 b German Commercial Code or a similar provision upon termination of this PCA.

Exclusive jurisdiction for any disputes or controversies arising out or in connection with the PCA, its validity, its implementation and/or its performance shall be with the competent courts of the business seat of KURITA in Mannheim.

This PCA shall be governed and constructed solely in accordance with the laws of Germany.

Other agreements and/or contracts, between the PARTIES are invalidated and cancelled after the signature of PCA.

IN CONFIRMATION OF THE FOREGOING, the Parties signed this PCA on:

Düsseldorf Oktober 30, 2025

Place, Date

Signed by:



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- KURITA -
Kurita Europe GmbH
Anton Albert
CEO

DS



Brčko, 30.10.2025.

Place, Date



- PREFERRED PARTNER -
AQUA NIO
Ismar Brakmić
CEO